



2011 00008418
Bk: 8034 Pg: 207 Franklin County
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Affected Premises:
Gulf Road
Northfield, MA

Title # 6773
Valley Title Company
413-774-8388 6359

Quitclaim Deed

Mount Grace Land Conservation Trust, Inc., of 1461 Old Keene Road, Athol, Massachusetts 01331 (hereinafter, "Grantor")

grants to the **Town of Northfield, a Massachusetts municipal corporation with a usual place of business at 69 Main Street, Northfield, Massachusetts 01360, acting by and through its Conservation Commission**, for conservation purposes under G.L. c. 40, §8C, and its permitted successors and assigns, (hereinafter, "Grantee")

For consideration of One Hundred and Eighty-Five Thousand and 00/100 Dollars (\$185,000.00) paid

With Quitclaim Covenants,

Two (2) certain parcels of land situated in said Town of Northfield, County of Franklin, containing 123.22 acres, more or less, bounded and described as follows:

Parcel 1

The land in Northfield, Franklin County, Massachusetts, comprising 121.74 acres and shown on plan of land entitled "PLAN OF LAND LOCATED IN NORTHFIELD, MASSACHUSETTS SURVEYED FOR ALLYN W. COOMBS AND JOAN G. COOMBS" prepared by Dale A. Merritt, PLS, dated November 18, 2003, filed with Franklin County Registry of Deeds Plan Book 118, Pages 69 and 70, more particularly described as follows:

Beginning at an iron pin along the westerly line of Gulf Road, said iron pin marking the southeasterly corner of the lot herein described; thence the following courses and distances as shown on said plan:

- S. 45°23'24" W. a distance of 290.62 feet to a bound;
- S. 89°10'34" W. a distance of 65 feet to a bound;
- S. 00°08'26" E. a distance of 110.89 feet to a bound;
- S. 46°43'41" W. a distance of 1580.85 feet to an iron pin;
- S. 87°58'41" W. a distance of 105.71 feet to a ring of stones;
- N. 05°08'28" E. a distance of 585.56 feet to a bound;
- N. 06°03'27" E. a distance of 689.58 feet to a bound;
- S. 89°27'33" W. a distance of 1590.56 feet to an iron pin;
- N. 21°25'49" E. a distance of 427.54 feet to a bound;
- N. 23°37'43" E. a distance of 1480.72 feet to a bound;
- N. 89°17'43" E. a distance of 924.00 feet to an iron pin;

N. 00°52'17" W. a distance of 345.00 feet to a ring of stones;
S. 85°52'17" E. a distance of 69.19 feet to an iron pin;
S. 66°48'05" E. a distance of 17.84 feet to a point;
S. 89°15'39" E. a distance of 155.01 feet to an iron pin;
S. 76°28'37" E. a distance of 81.25 feet to an iron pin;
S. 62°50'06" E. a distance of 85.42 feet to an iron pin;
S. 42°23'22" E. a distance of 232.88 feet to an iron pin;
S. 54°39'36" E. a distance of 67.42 feet to an iron pin;
N. 85°54'52" E. a distance of 182.46 feet to an iron pin;
S. 66°19'46" E. a distance of 79.70 feet to an iron pin;
S. 41°00'33" E. a distance of 30.48 feet to an iron pin;
S. 22°52'53" E. a distance of 640.39 feet to an iron pin;
S. 29°26'10" E. a distance of 83.60 feet to an iron pin (the last eleven courses being along the southwesterly line of Brush Mountain Road);
S. 05°18'44" W. a distance of 255.00 feet to an iron pin;
S. 88°37'36" W. a distance of 108.36 feet to an iron pin;
S. 01°22'24" E. a distance of 235.18 feet to an iron pin;
N 88°37'36" E. a distance of 101.28 feet to an iron pin;
Thence in a southerly direction along the westerly line of Gulf Road a distance of 198.92 feet to an iron pin;
Thence S. 26°48'44" E. a distance of 213.42 feet to an iron pin;
S. 12°06'26" E. a distance of 96.02 feet to the place of beginning.

The above described Parcel I is conveyed together with an appurtenant right to travel on foot and with vehicles from Gulf Road across "Book 1239, Page 47 – Parcel 1" as shown on said plan within the limits of a way 33 feet in width as more particularly reserved in deed by O. David Dillman and Mary L. Dillman to Western Massachusetts Electric Company dated March 18, 1969, recorded with Franklin County Registry of Deeds, Book 1239, Page 47.

Parcel II

The land in Northfield, Franklin County, Massachusetts, comprising 1.48 acres and shown on plan of land entitled "PLAN OF LAND LOCATED IN NORTHFIELD, MASSACHUSETTS SURVEYED FOR ALLYN W. COOMBS AND JOAN G. COOMBS" prepared by Dale A. Merritt, PLS, dated November 18, 2003, filed with Franklin County Registry of Deeds in Plan Book 118, Pages 69 and 70, more particularly described as follows;

BEGINNING at an iron pin along the westerly line of Gulf Road, said iron pin marking the northeasterly corner of the triangular lot herein described; thence the following courses and distances as shown on said plan:

S. 01°11'38" E. a distance of 106.76 feet to an iron pin;
S. 06°26'10" E. a distance of 267.45 feet to an iron pin;
S. 03°00'42" E. a distance of 171.82 feet to an iron pin;
S. 05°18'44" W. a distance of 48.29 feet to an iron pin;
N. 22°52'53" W. a distance of 643.09 feet to an iron pin;
S. 87°49'40" E. a distance of 87.93 feet to a bound;
N. 88°37'36" E. a distance of 125.46 feet to the place of beginning.

Meaning and intending to convey and hereby conveying and being the same premises conveyed to Mount Grace Land Conservation Trust, Inc. by deed of Allyn W. and Joan G. Coombs dated September 23, 2005 and recorded with the Franklin County Registry of Deeds Book 4953 Page 30.

This conveyance is subject to and benefitting from the following restrictive covenant:

The Premises is hereby acquired and Dedicated to the Public Forever for the Conservation Purposes of Article 97 of the Amendments to the Massachusetts Constitution and to carry out the purposes of the Forest Legacy Program administered by the United States Forest Service; to retain the Premises predominantly in its natural, scenic, and open condition; to protect and promote the conservation of biological diversity, forests, soils, natural watercourses, ponds, wetlands, water supplies, and wildlife thereon; to protect the natural resources of the Premises; to protect and enhance the natural resource value of abutting and nearby conservation areas; to protect the scenic qualities of the open space resources of the Premises; to allow traditional recreational use; to allow for sustainable and sound management of the forest resources, and to encourage the long-term professional stewardship of these resources in a manner consistent with Best Management Practices (BMPs), applicable local, state and federal law, and in conformance with a Forest Stewardship Plan or Multi-Resource Management Plan approved by the State Forester.

The above purposes are consistent with the open space conservation goals and objectives stated in the Forest Legacy Program established in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (Public Law 101-624; 104 stat. 3359; 16 USC Section 2103(c)), which was created to protect environmentally important private forest lands threatened with conversion to non-forest uses. The Premises is within the North Quabbin Corridor Forest Legacy Area, and protection of the Premises will contribute to and implement the purposes described in the Forest Legacy Assessment of Need for the Commonwealth of Massachusetts approved by the Secretary of the U.S. Department of Agriculture (hereinafter, "Secretary") on August 9, 1993, and as described in the North Quabbin Corridor Forest Legacy Area "Application for Legacy Area Expansion" dated September 29, 2010, approved by the Deputy Chief, State and Private Forestry USDA Forest Service on December 17, 2010

The Grantee acknowledges that:

(i) the Premises were acquired with federal funds under the Forest Legacy Program, and that the interest acquired cannot be sold, exchanged, released or otherwise disposed of except in accordance with the Forest Legacy Program grant requirements, and unless the United States is reimbursed the market value of the interest at the time of disposal; provided, however, the Secretary may exercise discretion to consent to such sale, exchange, release or disposition upon the State's tender of equal valued consideration acceptable to the Secretary, or as the Secretary otherwise approves.

(ii) the Grantee is responsible to provide the State the market value of the interest in land as outlined in the preceding paragraph.

(iii) the Grantee shall submit a Forest Stewardship Plan ("Stewardship Plan") for the Premises to the State Forester for approval that is consistent with the above purposes and the provisions of section 5(f) of the Cooperative Forestry Assistance Act of 1978, 16 U.S.C. § 2103a(f), and has been prepared in conformance with the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" or such state statutes, regulations and directions in effect at the time of the approval of said Stewardship Plan. Any amendment to or renewal of the Stewardship Plan shall reference this deed and shall set management goals that are consistent with the terms and purposes stated and referenced herein. The Stewardship Plan shall describe in detail the Grantee's plans for carrying out all activities permitted, including but not limited to forest management, wildlife habitat management, maintenance of woods roads and trails, and non-commercial passive traditional recreational activities on the Premises. A copy of this deed shall accompany the Grantee's application and proposed Stewardship Plan to the State Forester for approval.

(iv) the Stewardship Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years, together with a copy of this deed, to the State Forester for approval. Each subsequent submittal or any amendment to the Stewardship Plan shall be prepared and submitted by the Grantee for approval by the State Forester as provided above. The 10-year Stewardship Plan may be revised at any time by written amendment, subject to the provisions stated herein.

(v) the passive recreational use shall mean low-impact non-commercial activities available to the general public including activities such as hiking, horseback riding, snowshoeing, cross-country skiing, bird watching, nature study or research, and other like non-motorized activities (provided that riding snowmobiles, a motorized activity, shall be allowed), and trapping, hunting and fishing as otherwise allowed by law, provided that such uses do not materially alter the landscape, and are carried out in a reasonable manner that does not impair the purposes of this Deed.

(vi) if any proposed timber or tree harvesting activity exceeds ten thousand board feet ("MBF") or ten (10) cords of wood during any consecutive twelve (12) month period, notwithstanding the thresholds described in G.L. c 132, s. 44, the Town shall submit a Forest Cutting Plan (hereinafter "Cutting Plan") prepared by a Forester licensed in accordance with G.L. c. 132, s. 50, and 304 CMR 10.00, as amended, for the written approval of the State Forester. The Cutting Plan shall be prepared in compliance with the Massachusetts Forest Cutting Practices Act, G.L. c. 132, ss. 40-46, inclusive, as amended, and associated regulations at 304 CMR 11.00, as amended, shall be in conformance with related State Department of Conservation and Recreation (hereinafter, "DCR") policies, and shall be consistent with the approved Stewardship Plan and the purposes of this Deed. The Cutting Plan shall reference this Deed and the approved Stewardship Plan, and shall be submitted to the State Forester for approval together with a copy of this Deed and the approved Stewardship Plan.

(vii) commercial timber or tree harvesting is permitted, provided it is conducted in compliance with (a) the purposes of this Deed, (b) the approved Stewardship Plan, (c) the approved Cutting Plan, if required, and (d) prudent and sound forest management practices, using all required Best Management Practices and, to the extent possible, the recommended guidelines pursuant to the Massachusetts Forestry Best Management Practices Manual (Kittredge and Parker, 1996) and subsequent versions as may be approved by DCR.

This sale does not constitute all or substantially all of the assets of Mount Grace Land Conservation Trust, Inc.

No new boundaries are created by this conveyance.

No deed stamps are due pursuant to G.L. c. 64D, §1.

The undersigned certify compliance with the provisions of G.L. c. 59, §72A and G.L. c. 7, §40J.

The Town's Acceptance of this Deed is attached hereto and incorporated herein.

Executed as a sealed instrument this 24th day of June, 2011.

Mount Grace Land Conservation Trust, Inc.

By: [Signature]
Name: HOWARD MATHISON
Its President

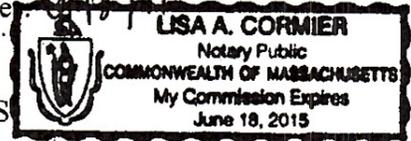
By: [Signature]
Name: Allen Tupper Brown
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 24th day of June, 2010, before me, the undersigned notary public, personally appeared HOWARD MATHISON, President of Mount Grace Land Conservation Trust, Inc., proved to me through satisfactory evidence of identification which was personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: 6/18/11

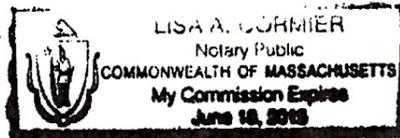


COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 24th day of June, 2010, before me, the undersigned notary public, personally appeared Allen Tupper Brown, Treasurer of Mount Grace Land Conservation Trust, Inc., proved to me through satisfactory evidence of identification which was personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: 6/18/11



ACCEPTANCE OF DEED

The Town of Northfield, acting by and through its Conservation Commission, pursuant to the authority granted to said Commission under G.L. c. 40, §8C, hereby accepts the foregoing Deed from Mount Grace Land Conservation Trust, Inc. on this 15th day of June, 2011.

TOWN OF NORTHFIELD,
By its Conservation Commission







Approved:
TOWN OF NORTHFIELD,
By its Selectboard



